

State of Vermont

Dept of Buildings & General Svcs
Purchasing & Contract Admin
1078 US Rte 2 - Middlesex
Montpelier VT 05633-7601
USA

CONTRACT



Vendor ID 0000220565
Dead River Company
DBA Northern Petroleum
PO Box 6100
Lewiston ME 04243-6100
USA

Contract ID 000000000000000000009365		Page 1 of 4
Contract Dates 09/01/2005 to 08/31/2008		Origin CP
Description: CP Fuel Products		Contract Maximum \$9,999,999.00
Buyer Name Laraway, Elizabeth	Buyer Phone 828-4658	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1	8659	#2 FUEL OIL	GAL	0.01000	0.00	0.00
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No. 2 - Fuel Oil

To conform to the requirements as above but for No.2 Fuel Oil and in addition the following requirements shall be met:

Ash content, maximum 0.02% by weight

Copper strip corrosion No. 3

Cetane No. (minimum) 40

Pricing: The rack used for No. 2 Fuel Oil is Albany, New York.

Invoices: All invoices are to clearly state the product type purchased.

Taxes: The State is exempt from State and federal taxes on these purchases.

2	8657	LOW SULFUR DIESEL FUEL			0.00	0.00
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All fuel is to conform to ASTM D-975 with the following requirements.

Cetane Rating: 45 minimum

Sulfur Content: 500 parts per million

Filterability: .05% water and sediment Maximum

Dye: Red for tax exempt per IRS rules

Diesel Blends: Any location may request a specific blend at any time. All blends will be with No. 1 low sulfur kerosene. If the blend is not specified the following will apply:

Vermont Agency of Transportation locations:

October 1 to March 31 - 90% diesel/10% Kerosene

April 1 to September 31 - 100% diesel

All other locations:

October 1 to December 15 - 70% diesel/30% kerosene

December 16 to March 1 - 50% diesel/50% kerosene

March 2 to March 31 - 70% diesel/30% kerosene

April 1 to October 1 - 100% diesel

Pricing: The rack used for this pricing is the Albany, New York

Invoicing: All invoices must identify the blend delivered and must state "DYED DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE".

Taxes: The State of Vermont is exempt for payment State or Federal Tax on this product.

Therefore taxes are not to be included as part of the pricing structure.

3	8660	GASOLINE - REGULAR	GAL	0.01000	0.00	0.00
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The minimum octane rating of gasoline supplied under this contract shall be as follows:

Regular Unleaded #87

Mid Grade Unleaded #89

Pricing: The rack used for pricing is the Resellers Retail Rack for Albany, NY

Invoicing: All invoices are to clearly state the octant rating of gasoline being purchased.

Taxes: The State is responsible to pay the State's gasoline tax. But, the state is exempt from paying the Federal gasoline tax.

CONTRACT TERMS AND ADDITIONAL INFORMATION

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CONTRACT SCOPE: To provide fuel products to the State of Vermont.

CONTRACT PERIOD: Two years with an option to renew for two additional 12 month periods. Contract start date: 09/01/2005 - end date: 08/31/2007

SINGLE POINT OF CONTACT: All communications concerning this contract are to be addressed in writing to the attention of: Betsy Laraway, Assistant Purchasing Agent, State of Vermont, Purchasing and Contract Administration Division, 1078 US Route 2 Middlesex, Montpelier, VT 05633-7601. Betsy Laraway, Purchasing Agent is the sole contact for this contract.

ATTACHMENTS:

Vermont Purchasing and Contract Administration Terms and Conditions dated November 1, 2004.

QUANTITY: Quantities are estimated only based on prior usage and may be increased or decreased to meet actual requirements. The state reserves the right to make changes and additions to this list and to increase or decrease the gallonage to be purchased at each point.

DELIVERY: All pricing is F.O.B. delivered to the ordering facility. No request for extra delivery cost will be honored. Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the Division of Purchasing and Contract Administrations terms and conditions. All deliveries are to be made at the expense of the contractor into state owned tanks (with the exception of LP Gas). Deliveries are to be made at the various state agencies and institutions in Vermont as designated on the attached location sheets.

The carrier is responsible for the proper transfer of regulated substances and shall employ practices for preventing releases caused by transfer spills and overfills. Prior to the transfer, the carrier shall determine by gauging that the tank has available capacity to receive the volume of product to be transferred. The carrier shall remain within 25 feet of the cargo tank to monitor every aspect of the delivery and shall take immediate action to stop the flow of regulated substance when the capacity of the tank has been reached or should an equipment failure or emergency occur.

Delivery slips, meter printed delivery receipt or a copy of the contractor's supplier's statement of delivery, shall be signed by an employee at the time of the delivery. A copy will be left at the delivery location and a copy is to be forwarded by the vendor with the invoice to the appropriate payable office for payment on a monthly basis.

The contractor will be expected to make necessary arrangements with using agencies to assure a sufficient supply remains in the tanks at all times during the period of the contract.

QUALITY: All products provided under these agreements will meet the specifications as detailed by fuel type. All products provided by the contractor must meet all federal, state and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

AVAILABILITY: The state reserves the privilege of obtaining fuel from the open market during the period of this contract, provided the contractor is unable to make deliveries in time to meet the requirements of the state agencies or political subdivisions included in the contract.

METHOD OF ORDERING: Accounts will be set up as automatic or will call delivery at the time of account setup as agreed by the State and Vendor. Purchase orders must be used to order items available under this contract. If verbal orders are given a confirming purchase order must be issued.

PRICING: The prices quoted are to be based on a weekly rack posting and shall include all transportation charges fully prepaid to the destinations. The specific postings are noted. Temporary adjustments will NOT be allowed. All markups or markdowns to the from posting are to be permanent for the life of the contract.

Upon issuance of contracts the Division of Purchasing and Contract Administration will monitor and post these base price figures weekly. All pricing will be from the New York Journal of Commerce each week, which reflect prices at the close of business on Thursday. These postings will be made available on the Purchasing and

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Contract Administrations Web Page at www.bgs.state.vt.us/fuel

INVOICING: All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials or services.

USAGE REPORTING: Contractors will be required to submit an annual product sales report. The report must contain a copy of each location sheet covered by this contract - listing any corrections to the information provided and the actual amount of fuel purchased with a breakdown of fuel cost and the delivery schedule. Please submit the report by June 30th of each year.

CHANGE ORDER #1: The state is hereby electing to exercise renewal option year #1 thereby extending the period of performance under this agreement for a one year term to August 31, 2008.

PRICING: Increase Vendor Markup by \$0.0250 per gallon and all fuels and all sites beginning September 1, 2007 through August 31, 2008.

DELIVERY - EMERGENCY: Emergency deliveries are defined as deliveries outside the normal delivery schedule as deemed necessary by any authorized state official. Emergency may be the result of a state or national disaster, security incident, hazardous weather, civil preparedness, or any non-routine event. Under these circumstances contractors under this award are required to make every possible effort to deliver as expeditiously as possible. Awarded contractors shall be required to identify an individual who will serve as the state's single point of contact for coordination of emergency responses.

TAXES/FEES: As previously stated, the state is not subject to federal or other taxes. No additional charges and/or fees can be charged by the contractor to the state besides what was bid and/or agreed to under the existing terms of the contract. No additional fees and/or taxes can be charged to state without written state consent.

TERMS AND CONDITIONS: Purchasing and Contract Administration Terms and Conditions dated November 1, 2004 have been superseded by Purchasing and Contract Administration Terms and Conditions dated January 1, 2007 and are hereby incorporated as part of this contract.

All other terms and conditions remain the same.

CHANGE ORDER #2: TAXES/FEES: Effective January 1, 2008, the State of Vermont will pay LUST Tax at the \$0.001 on all Liquid Petroleum Products not including LP Gas.

All other terms and conditions remain the same.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Fed ID or SSN: _____

Title: _____

Title: _____

Email: _____

Email: _____